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TITLE
CITY OF ENGLEWOOD
ENGLEWOOD, N. J.

OFFICE OF THE
CITY CLERK

April 21, 1971

TO: ☐ Sgt. Charles Archer
Englewood Police Goodwill Fund
☒ Agreement File
(with executed agreements)

RE: Collective Negotiation
Agreement between City
of Englewood and Police
Goodwill Fund

☐ Mrs. S. Pressler
☐ Mr. J. McManemin
☐ Chief Ryan
☐ Mr. L. Kohn
(with copies of agreement)

Attached please find a certified copy
of a Resolution adopted by the Council of the
City of Englewood on APRIL 20, 1971
pertaining to the above subject.


Jeanne A. Manookian
Deputy City Clerk

R E S O L U T I O N

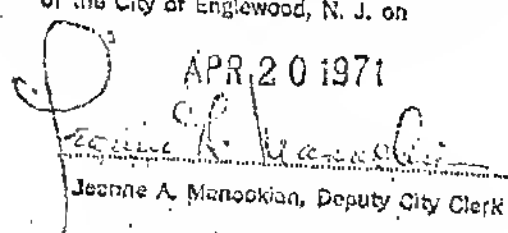
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ENGLEWOOD ON THE RECOMMENDATION OF THE DIRECTOR OF EMPLOYEE RELATIONS OF THE CITY OF ENGLEWOOD:

THAT the collective negotiation agreement between the City of Englewood and the Englewood Police Goodwill Fund, which agreement has been heretofore executed by the Englewood Police Goodwill Fund, for the calendar years 1971 and 1972 be and the same is hereby approved, and

BE IT FURTHER RESOLVED that the Mayor of the City of Englewood be and hereby is authorized to execute, and the Clerk of the City of Englewood be and hereby is authorized to attest, said collective negotiation agreement.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Council of the City of Englewood, N. J. on

APR 20 1971


Jeanne A. Manookian, Deputy City Clerk

COLLECTIVE NEGOTIATION AGREEMENT

This AGREEMENT is entered into by and between the City of Englewood, County of Bergen, and State of New Jersey, a municipal corporation, hereinafter referred to as the "City", and the Englewood Police Goodwill Fund, a corporation of the State of New Jersey, incorporated pursuant to Title 15 of the Revised Statutes of New Jersey, hereinafter referred to as the "Goodwill Fund".

WITNESSETH:

WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Union as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the Goodwill Fund represents the entire membership of the regular police force of the City with the exception of the Chief of Police and represents no other employees of the City, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW THEREFORE in consideration of the following mutual covenants, it is hereby agreed as follows:

1. RECOGNITION: The City hereby recognizes the Goodwill Fund as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all members of the regular police force with the exception of the Chief of Police as may be otherwise provided by law.

2. SALARIES: Base salaries for the calendar years 1971 and 1972 shall be paid in accordance with the schedule set forth as Appendix "A" to this Agreement. Effective January 1, 1971, overtime will be paid to all members of the Englewood Police force at the appropriate straight time hourly rate. It is the intention of this Agreement to abrogate the previous practice relating to overtime of Detectives and Detective officers whereby said officers receive \$540.00 per annum (\$270.00 for Detectives Second Grade as minimum overtime pay).

3. LONGEVITY PAY: Each member of the regular police force shall receive, in addition to his annual base salary for the calendar year, a longevity payment of 1% of his base salary for each completed four (4) years of service up to a maximum of 6%. Longevity payments will first become due or will be appropriately increased on the first of the month following the month in which a member's anniversary date of employment occurred.

4. CLOTHING ALLOWANCE: Each member of the regular police force shall receive each year the sum of \$200.00 as a clothing allowance, the payment of which shall be subject to a prior voucher approval of

Collective Negotiation Agreement

the Chief of Police of the City and in accordance with such procedure as has heretofore been the practice within the Englewood Police Department.

5. HOLIDAYS: Each member of the regular police force of the City shall be entitled to twelve (12) holidays during a calendar year. The scheduling of said holidays shall be within the discretion of the Chief of Police of the City. It is further provided that six (6) of these twelve (12) holidays will be payable at any time during the calendar year (such time will be at the discretion of the Chief of Police) as additional compensation at the daily rate based on his annual salary (base salary plus longevity pay and academic training compensation, if any). As regards the remaining six (6) holidays, each of these holidays shall be taken as a day off with pay but at the request of a member and the approval of the Chief of Police, one (1) or more of these six (6) holidays may be worked by the member and he shall receive compensation payable at the end of each calendar year in lieu thereof at the daily rate based on his annual salary.

6. LEAVES: Each member of the regular police force shall be entitled to sick leave in accordance with the provisions set forth in Appendix "B" to this Agreement.

7. RESIDENCY: In addition to Englewood, a member of the regular police force may reside in any of the following Bergen County municipalities all of which have a portion thereof within five (5) miles of any boundary of the City of Englewood: Alpine, Bergenfield, Bogota, Carlstadt, Cliffside Park, Closter, Cresskill, Demarest, Dumont, Edgewater, Emerson, Englewood Cliffs, Fairview, Fort Lee, Hackensack, Harrington Park, Hasbrouck Heights, Haworth, Leonia, Little Ferry, Lodi, Maywood, Moonachie, New Milford, Norwood, Oradell, Palisades Park, Paramus, Ridgefield, Ridgefield Park, River Edge, River Vale, Rochelle Park, Saddle Brook, South Hackensack, Teaneck, Tenafly, Teterboro, Westwood, Woodridge.

8. ACADEMIC TRAINING: Each member of the regular police force shall receive, in addition to his annual base salary for the calendar year, payment for special academic training in accordance with the provisions set forth in Appendix "C" to this Agreement.

9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT: All other terms and conditions of employment including vacation, leaves and all other matters constituting a term or condition of employment not otherwise herein referred to shall be governed by existing ordinances of the City of Englewood, existing rules and regulations of the Police Department and practice in the Department heretofore established.

10. INTERPRETATION OF AGREEMENT: This Agreement includes

Collective Negotiation Agreement

the entire agreement between the parties and constitutes a settlement of all present demands made by the Goodwill Fund on behalf of the members of the regular police force in respect of terms and conditions of employment, and shall be final, conclusive and binding upon the parties for the period January 1, 1971 to December 31, 1972.

11. EFFECTIVE DATE: This Agreement will be effective retroactive to January 1, 1971.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested, all on the day and year first above written.

DATE SIGNED: APR 20 1971

ENGLEWOOD POLICE GOODWILL FUND

Charles Archer

Phillip K. ...

James K. ...

Robert T. ...

Raymond J. ...

James W. ...

Ed. ...

John M. de la Rosa Jr.

CITY OF ENGLEWOOD

Ned Feldman

Mayor Ned Feldman

ATTEST:

Jeanne A. Manookian

Joseph T. Garney, City Clerk

JEANNE A. MANOOKIAN,
DEPUTY CITY CLERK

APPENDIX "A"

Police Department Base Salary Scale

	<u>1971</u>	<u>1972</u>
<u>Patrolman</u>		
First year	\$8,400	\$8,700
Second year	9,200	9,800
Third year	10,000	10,900
Fourth year	11,000	12,000
<u>Detective</u>		
Second Grade	11,200	12,200
First Grade	11,400	12,400
<u>Sergeant</u>		
First year	11,700	12,700
Second year	11,900	12,900
<u>Lieutenant</u>		
First year	12,400	13,400
Second year	12,900	13,900
<u>Captain</u>		
First year	13,700	14,700
Second year	14,200	15,200

APPENDIX "B"

Section 1 - Definition

- a) Sick leave shall be considered an absence from duty of any permanent employee because of illness, disease, accident or injury.
- b) The immediate family means a member's wife or husband, children, mother, father, brother or sister, mother-in-law, father-in-law of the employee, living as a permanent member of the employee's household.

Section 2 - Sick Leave Allowance

- a) Each permanent employee of the Department shall be granted sick leave with pay of not more than fifteen (15) working days each calendar year.
- b) During the first six (6) months of employment, which is an employee's probationary period, he will not receive pay for a sick day unless approved by the Chief.
- c) Only days that a member would have been required to work will be charged against sick leave. Provided the Chief approves, sick leave shall be charged in an amount of one-half ($\frac{1}{2}$) day for hours off equal to one-half ($\frac{1}{2}$) or less of the hours which a member would have been required to work on the day he applied for sick leave.

Section 3 - Sick Leave Accumulation

- a) All unused sick leave of any employee during continuous employment shall be accumulated to his credit from year to year.
- b) Sick leave shall continue to accumulate during the time an employee is on authorized: sick leave, work related sick leave, military leave, or vacation time; and such employee, upon approval of the Chief, shall be entitled to such accumulated sick leave of absence with pay, if and when needed.

Section 4 - Charges to Sick Leave

- a) In order to receive pay while absent on sick leave, the employee or member of his family shall notify the Chief or officer-in-charge at headquarters at least one (1) hour before the scheduled tour of duty stating the nature of the sickness.

An employee who shall absent himself without such notification

APPENDIX "B" - continued

employee's physician and if determined necessary, from the Department of Health.

- c) Whenever an employee shall be required to submit to examination by the City physician, such physician shall report in writing when the member is fit for duty and his sick leave shall terminate.
- d) An employee on sick leave, when physically able, may be required by the Chief to report once a week or visit the City physician if so ordered.
- e) Failure of a member to comply with any of the above requirements may result in forfeiture of his salary during the entire sick leave or other appropriate disciplinary action.

Section 6 - Terminal Leave

- a) Terminal leave will be payable in the case of retirement and will be based on any unused vacation normally allowed for the current calendar year, plus approved compensatory time not used for reasons certified by the Chief, plus either three (3) months salary or 50% of the accumulated sick leave time for employees who have completed 25 years or more service with the City - whichever is greater.
- b) For members who retire prior to the completion of the 25th year of service, terminal leave will be based on the unused vacation normally allowed for the current calendar year, plus approved compensatory time not used for reasons certified by the Chief, plus the ratio of their number of years and months of service to 25 years (300 months) multiplied by either three (3) months salary or 50% of the accumulated sick leave time - whichever is greater.

Section 7 - Work Related Sick Leave

- a) In case a member is disabled, either through injury or illness resulting from or arising out of his employment, as evidenced by the certificate of the City physician or such other physician as the City shall designate, he may receive sick leave with the approval of the Chief for an initial period of thirty (30) days. Should further additional sick leave be necessary, the Council upon recommendation from the Chief may from time to time, grant additional leave up to a total of one (1) year with full pay. Payments made to such a member while on sick leave as compensation insurance shall be deducted from the amount to be paid the member by the City during such time in which he is carried on the City's payroll. Sick leave due to a work related disability will not

will not only be charged with a sick day for each day absent but will be subject to appropriate disciplinary action by the Chief.

- b) Only days that an employee would have been required to work will be charged against sick leave. Provided the Chief approves, sick leave shall be charged in an amount of one-half ($\frac{1}{2}$) days for hours off equal to one-half ($\frac{1}{2}$) or less of the hours which an employee would have been required to work on the day he applied for sick leave.
- c) An employee, upon approval of the Chief, shall be entitled to accumulated sick leave of absence with pay, if and when needed. No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted by the Chief.
- d) Any employee who shall have used all his accumulated sick leave and vacation and who requires additional sick leave, may from time to time apply to the Council for consideration of an extension of sick leave on a case-by-case basis and may grant such an extension for a definite period in accordance with the merits of each case. The employee shall submit to an examination by the City physician or such other physician as the Council shall designate and whenever such physician shall report in writing to the Council that the employee is fit for duty, such extension of sick leave shall terminate. In no case shall an extension of sick leave exceed the period approved by the Council.
- e) The officer in charge shall notify the Chief of all sick leave notices or reports.
- f) A member who becomes ill or has an accident during his vacation may submit to the Chief a statement from a physician certifying as to the true nature of the illness or injury. The Chief, at his discretion, will decide how many days may be charged against sick leave and allow the member to take an equivalent number of vacation days during the calendar year at a time which will not interfere with the vacation periods of other members.
- g) Time off with pay granted by the Chief in the event of death in the immediate family will not be charged against sick leave.

Section 5 - Medical Certificate

- a) For frequent or habitual absence from duty or for any period of absence consisting of more than three (3) consecutive days, the employee will be required to submit a medical certificate. He may also be required to submit to an examination by the City physician.
- b) When it is reasonably presumed that an employee or a member of the immediate family is suffering from a contagious disease which might endanger the health of other employees of the department, then a medical certificate may be required from the

APPENDIX "B" - continued

be charged against a employee's sick leave time.

- b) "Any employee who is injured or disabled in the performance of his duties, and who reaches the point of recovery but is unable to perform his assigned duties, shall be assigned to whatever Police Department work he is able to perform. If no such Police Department work is available which such employee is able to perform, he shall be retired in accordance with the pension provisions covering such employees."

APPENDIX "C"

ACADEMIC TRAINING

Effective January 1, 1971, the City will provide additional compensation to each active member of the Police Department who successfully completes credits toward a recognized degree in Police Science.

Each credit hour must have been completed in, or accepted by, a recognized institution of higher learning offering a program leading to a degree or associate degree in Police Science.

In order to qualify for the additional compensation, a member must present to the City a proper certification from the institution attended by the member, setting forth the number of credit hours completed and/or additional credit hours completed and/or the actual conferring of an associate or baccalaureate degree in Police Science, together with the number of credit hours related thereto.

A member of the Police Department shall attend a recognized institution during off duty time and at no expense to the City.

Additional compensation for each calendar year will be based on the sum of \$17.00 per annum for all credit hours cumulated and completed by September 15th of the prior calendar year. The maximum number of credits for which a member may receive compensation shall not exceed one hundred and thirty-two (132).

Additional compensation will be computed each calendar year; divided by twenty-six (26); and paid in twenty-six (26) equal payments during the year. Should a member become an inactive member during the calendar year he will not be entitled to payments for the remainder of the calendar year. This compensation will be considered an addition to base salary and will be treated as part of base salary for all benefit purposes other than longevity payments.

The City will make a separate additional lump sum payment to each member active on the date of execution hereof in the amount of \$17.00 for each credit earned and completed prior to September 15, 1969 and this payment will constitute the base to which all subsequently earned credit hour payments will be added. This separate additional lump sum payment shall be in lieu of all previous rights to additional compensation for academic training to which all members of the force may have been entitled through the calendar year 1970. This provision shall supercede all previous written agreements between the parties and all prior departmental practice relating thereto.